

OFFICIAL NOTICE #57349

**REQUEST FOR PROPOSALS
FOR ECONOMIC FEASIBILITY SERVICES**

The Department of City Development (DCD) of the City of Milwaukee (the "City"), through the Redevelopment Authority of the City of Milwaukee (RACM), is requesting proposals from qualified firms/individuals (the "Consultant") to prepare economic feasibility services related to the creation and/or amendment of Tax Incremental Districts within the City of Milwaukee for the Redevelopment Authority of the City of Milwaukee and the Department of City Development (DCD) on an as-needed basis

The RFP can be found on DCD's web site at the following link:
<http://city.milwaukee.gov/Projects/RequestsforProposals.htm>

Questions regarding this RFP should be addressed to Scott Stange in writing via email at: sstang@milwaukee.gov. **Deadline for questions regarding the RFP are due by May 23, 2012.** Any additional information and/or clarification(s) regarding this RFP will be posted in the form of an **addendum by May 24, 2012**. It is the responsibility of the Proposer, prior to submitting a bid, to determine whether all addendums have been received and are included in the RFP response.

Proposals are due May 31, 2012 by 11:00 a.m.

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**REDEVELOPMENT AUTHORITY
OF THE CITY OF MILWAUKEE
809 N. Broadway
Milwaukee, Wisconsin 53202**

May 2, 2012

I. INTRODUCTION

The Redevelopment Authority of the City of Milwaukee (RACM) is seeking proposals from qualified consultants interested in providing economic feasibility services related to the creation and/or amendment of Tax Incremental Districts within the City of Milwaukee for the Redevelopment Authority of the City of Milwaukee and the Department of City Development (DCD) on an as-needed basis.

This economic feasibility services contract does not guarantee contractors a minimum number of services projects per year, or throughout the life of the contract. This number will be determined by the individual needs of RACM and DCD and available funding.

The total costs for each specific project conducted under this umbrella contract will be determined with the successful vendor, based on the price structure submitted in response to this RFP.

II. SCOPE OF WORK

The activities that may be conducted under this Economic Feasibility Services Contract include, but are not limited to:

- Review and analysis of developers' financial forecasts and requests for public assistance related to proposed development projects including assumptions used for construction costs, rents, occupancy, debt /equity terms, etc.;
- Determination of a given project's return on investment, and need, if any, for gap financing or other financial assistance and the terms of that assistance.
- Preparation of prototype operating statements for possible projects in redevelopment areas, and the determination of need for assistance.
- Estimation of future property values and tax increments generated by proposed developments, expected TID payback, etc.
- As needed, participation in negotiation of development agreements for specific projects;
- Meetings with the Redevelopment Authority and Department of City Development (DCD) staff, Comptroller's Office staff, Assessor's Office staff, developers, Zoning Neighborhoods & Development committee and Joint Review Board;
- Documentation of recommendations on the structuring of City assistance, including the creation of, or amendment to, tax incremental districts in the form of written reports that will be available for public consumption.
- Assist in overall management of the City's TID portfolio including the structuring of revenue donations for certain districts, and structuring financing or refinancing options for City debt.

Because this is a contract in which consultants will perform work on an as-needed basis, there is not a specific scope of work for us to outline in this RFP. Once a need for economic feasibility services is recognized, RACM or DCD will define the scope of services needed and then the consultant will prepare a project-specific work plan and cost estimate prior based on the fee structure as outlined in the Contractor's Proposal and submit it to the Executive Director-Secretary of the Redevelopment Authority for approval. Upon approval, the scope of services, approved work plan, schedule and cost estimate shall be incorporated into the Contract. The Executive Director-Secretary of the Redevelopment Authority will issue a written Notice to Proceed to the Contractor to commence work on the project. The scope of services, work plan and associated cost estimate of each specific project may be amended as necessary if mutually agreed upon by both parties.

III. Project Requirements

A. Time Frame

Work on this study will be on an as needed basis. The start date of the contract will be September 2, 2012. The length of the contract will be for three years.

B. Coordination

A staff member from the RACM and/or the City's Department of City Development will coordinate the project. For the purpose of efficiency, the RACM (City) prefers that the assigned Consultant be accessible to RACM and/or DCD on a regular and as needed basis. The Consultant and the Department will establish a regular communication format through which the RACM (City) can be kept current as to the plan's progress.

C. Products

The Consultant shall provide deliverables as noted in the Scope of Services.

All results (including work in progress) from this contract will remain the property of the RACM (City of Milwaukee). The RACM (City) will have access to all other working papers or information stored on a computer or computer disk of the Consultant concerning this contract; the Consultant should check with the RACM (City) prior to destroying any working papers or information stored on a computer or computer disk.

D. INSURANCE

Current evidence of insurance as follows:

<u>Coverage</u>	<u>Amounts</u>
Workers' Compensation	Statutory Limit
Comprehensive General Liability	BI \$500,000 per occurrence \$1,000,000 aggregate PD \$500,000 per occurrence

Automobile Liability

BI \$500,000 per person
\$1,000,000 per occurrence
PD \$500,000 per occurrence

Professional Liability

\$1,000,000 per occurrence

The Redevelopment Authority shall be named as an additional insured with respect to liability coverage, except for the Professional Liability policy. The Redevelopment Authority shall be given thirty (30) days notice in advance of cancellation, non-renewal, or material change in any insurance coverage.

The RACM (City) reserves the right to request additional clarifying information from prospective Consultants over and above that included in the proposal submissions.

IV. PROPOSAL FORMAT

In order to simplify the review process and to obtain the maximum degree of comparability, proposals should be organized in the following manner. Brevity is encouraged. Failure to comply with these requirements may be cause for the proposal to be considered non-responsive.

- Fee for which the proponent would perform this engagement;
- Summary of qualifications, including references;
- Work sample
- Work plan, with schedule, describing how the scope of services would be addressed.

A. LETTER OF TRANSMITTAL

This letter should state concisely, in less than one page, the proposer's understanding of the work to be performed, and the ability of the firm to perform the work.

B. TITLE PAGE

The title page should include "Request for Proposal, Redevelopment Authority of the City of Milwaukee, Economic Feasibility Services", the name of the proposing firm, address, telephone number, name of contact person, email address and the date.

C. TABLE OF CONTENTS

Include a table of contents, which identifies the material by section and page number, including any appendices.

D. FIRM PROFILE

Briefly describe the firm and the range of services that the firm provides.

E. QUALIFICATIONS AND EXPERIENCE

Because we are not able to outline a specific scope of work for this contract, we are asking proposer's to present qualifications and experience for the following categories, which this umbrella contract will encompass. For each category explain related experience the firm has and include example project descriptions for each category as Appendix A.

- review of the request for public assistance related to a proposed development project
- analysis of the developer's assumptions
- estimation of future values and tax increments
- documentation of recommendations on the structuring of City assistance, including the creation of, or amendment to, tax incremental districts in the form of a written report that will be available for public consumption
- Conducting work under umbrella contracts

In this section include five client contact references and a phone number for each.

F. PROJECT TEAM

In this section proposer's should present staff experience and organization of staff that will be working under this contract. Include an organizational structure of the project team and staff resumes as Appendix B.

This section should also identify the subcontractors that proposer's plan to utilize under this contract, and an explanation of the role of the subcontracted firms. Resumes or qualification documents for the subcontractors should also be included as Appendix B.

G. COSTS

In this section proposer's should include a list of standard unit rates that the firm will charge the RACM during the duration of the contract for:

- Labor (include personnel titles and hourly rates)
- Office equipment and shipping (including photocopy and phone charges)

All overhead rates must be included in the cost estimates provided to the Redevelopment Authority of the City of Milwaukee.

The successful contractor will be expected to honor the prices identified in this RFP for the duration of the contract, unless modified by mutual agreement in writing.

H. MINORITY/WOMEN/SMALL BUSINESS ENTERPRISE (MWSBE) PARTICIPATION

The goal for this contract is a total combined SBE participation rate of 18%. SBE's must be certified by the City of Milwaukee. For a listing of SBE firms certified by the City of Milwaukee go to the following link and click on the SEBE Business Directory:

<http://city.milwaukee.gov/osbd>

Proposers must complete and submit with their proposal Form A, as referenced in the Table of Contents (Attachment A).

V. EVALUATION CRITERIA

RACM will use specific criteria for evaluating proposals to perform these services. The evaluation will assign points to each response in a number of categories which are discussed below:

- A. **PRICE**
(20 of 100 points) – A maximum of 20 points will be assigned to price, defined as proponent's all inclusive proposal cost including but not limited to compensation for proponent's personnel and all pertinent support costs, including 10 copies of the final report.
- B. **QUALITY OF METHODOLOGY TO COMPLETE SCOPE OF SERVICES**
(35 of 100 points) – A maximum of 35 points will be assigned to the quality of the proponent's methodology used in completing the scope of services. Elements of evaluating quality include a depth to which the scope of services components has been addressed and the extent to which the proposal reflects the understanding of the subject matter included herein.
- C. **QUALIFICATIONS AND EXPERIENCE**
(35 of 100 points) – A maximum of 35 points will be assigned to the proponent's qualifications and experience in undertaking analysis similar to this engagement. The description of the proponent's qualifications, including letters of reference, the pertinence of similar work cited in the proposal and work samples will be key elements in evaluating proponent's qualifications and experience.
- D. **SMALL BUSINESS ENTERPRISE**
(10 of 100 points) – The involvement of certified Small Business Enterprise (SBE's) in this project is strongly encouraged. See attached SBE form.

VI. DELIVERY

All questions and communication regarding this RFP process and scope of services should be submitted in writing (See #1 of General RFP Requirements) to Scott Stange. Questions must be sent in writing no later than **May 23, 2012**. Questions received after **May 23, 2012** will not be considered. Any additional information, clarification and answers to the questions submitted by the deadline date will be posted on the Internet

at website referenced on the front page of this RFP in the form of an addendum to this RFP by **May 24, 2012**.

An original and five copies of the proposal should be submitted to DCD's Bid Desk no later than **11:00 a.m., May 31, 2012**. Late submissions will not be accepted.

Proposals should be mailed or delivered to:

Bid Desk

Department of City Development

809 N. Broadway, 2nd floor

Milwaukee, WI 53202-3617

Proposal to be clearly marked: **Official Notice #57349 – Economic Feasibility Studies**

Please provide one original and five copies of your proposal, one to be signed with an original signature.

RACM reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of RACM.

E. General RACM (DCD) RFP Requirements

1. Interpretations of RFP

Any requests for interpretation should be submitted in writing to Scott Stange, Procurement and Compliance Manager, Redevelopment Authority of the City of Milwaukee, by email to sstang@milwaukee.gov. No oral interpretations will be made to any Consultant as to the meaning of the RFP requirements. All interpretations will be posted and answered on the Internet. If you received your RFP from the Internet you will be responsible for keeping abreast of the addenda as they come in. All such addenda shall become a part of the RFP, and all Consultants shall be bound by such, whether or not received by the Consultant.

2. Receipt of Proposals

Proposals received prior to the time of opening will be secure. The officer whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified.

Consultants are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Consultants should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be forwarded.

3. Withdrawal of Proposals

Proposals may be withdrawn on written request dispatched by the Consultant in time for delivery in the normal course of business prior to the time fixed for closing. Negligence on the part of the Consultant in preparing a proposal for offer to RACM confers no right of withdrawal or modification of the proposal after such proposal has been opened. In case of withdrawal of a proposal by a Consultant, the Consultant will be disqualified thereby from submitting a second proposal on the contract at hand. See Section 66.0901(5), Wisconsin Statutes.

4. Rejection of Proposals

RACM reserves the right to reject the proposal of any Consultant who has previously failed to perform properly or to complete on time contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors or employees.

5. Award of Contract

The Contract Management Team will evaluate proposals. All proposals will be evaluated against the evaluation factors stated in this RFP. While the Contract Management Team intends to select a Consultant based on the proposals received, the Contract Management Team may invite the highest ranked firm/individual(s) to participate in an interview. If one or more interviews are to be scheduled, an e-mail will be sent to the firm/individual(s) that is/are selected to participate, and this/these firm/individual(s) may be asked to provide more specific written information about their qualifications, methodology, and costs.

Firms/individuals participating in the interviews must send the project manager and staff who will work on this project.

After the contract is awarded, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. The RACM (City) will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

6. Contract Payments

The RACM (City) and the Consultant will agree on a performance and payment schedule. The Consultant will submit to the RACM (City) invoices itemizing the services performed and cost incurred since the last request for payment. Payment will be made after review of the Consultant's work product and upon acceptance by the RACM (City) of the services performed.

7. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, the RACM (City) shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five work days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, reports, or other material related to the services prepared by the Consultant under this contract shall, at the option of the RACM (City), become the property of the RACM (City). Notwithstanding the above, the Consultant shall not be relieved of liability to the RACM (City) for damages sustained by the RACM (City) by virtue of any breach of the contract by the Consultant.

8. Sales Tax

Pursuant to Section 77.54(9a) of the Wisconsin State Statutes, RACM and the City of Milwaukee is exempt from Wisconsin Use and Sales Tax. Consultants, therefore, shall not add State of Wisconsin sales tax or use tax to their proposals, but shall include in their lump sum proposals only the taxes they will be required to pay directly as a consumer, when obtaining materials, etc. to fulfill the contract requirements should they be the selected Consultant. Consultants are, however, responsible for determining the impact of the State of Wisconsin's Sale and Use Tax on their proposal.

9. Request for Proposal

This RFP is not an offer to buy and must not be assumed as such. However, in the event a proposal results in contractual negotiations, the Consultant has the option to not convey and/or sell if compliance with any mandated clause or provision is undesirable or impossible.

No information will be available to any Consultant regarding the status of his response. However, the RACM (City) reserves the right to enter into discussion with Consultants for purposes of clarification or further information.

10. Miscellaneous

The RACM (City of Milwaukee) reserves the right to waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, and to accept that proposal which in its judgment best meets its needs.

11. Equal Employment Opportunity

The Consultant agrees that there will not be discrimination as to race, sex, sexual orientation, religion, color, age, creed, or national origin in regard to obligation, work, and services performed under the terms of any contract ensuing from this RFP. Consultant must agree to comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12. Indemnification

The Consultant agrees that it will indemnify, save and hold harmless the RACM and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorneys fees, photocopying expenses and expert witness fees, recovered from or asserted against the RACM or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Consultant or any of its agents, servants, employees or subcontractors.

RACM shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Consultant or any of its agents, servants, employees or subcontractors, to the Consultant or its insurer and, upon such tender, it shall be the duty of the Consultant and its insurer to defend such claim or action without cost or expense to RACM.

13. Slavery Disclosure

The successful Consultant will be required to submit an affidavit of compliance of slavery disclosure before a purchase order/contract can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

14. Ethics

It is the policy of the Department of City Development, Redevelopment Authority (DCD-RACM), that contracts shall not be awarded to any consultant team that includes individuals who have left City employment within the past 12 months, or individuals who are currently members of any City boards or commissions.

15. Wisconsin Public Records Law

Both parties understand that the Redevelopment Authority of the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of

the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Contractor acknowledges that it is obligated to assist the Redevelopment Authority in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the Redevelopment Authority harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

Attachment A

FORM A

**REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE (RACM)
PRIME CONTRACTOR'S AFFIDAVIT OF COMPLIANCE FOR
SMALL BUSINESS ENTERPRISE PARTICIPATION**

Official Notice # 57349

Date: _____

The bidder's commitment for SBE participation on this project is %.

The undersigned hereby states that he/she has not discriminated in any manner on the basis of race, sex, or national origin in any manner in the preparation of the attached proposal or selection of subcontractors or material suppliers for such proposal.

The undersigned acknowledges, understands, and agrees that submission of a proposal bid shall commit the bidder to comply with the City of Milwaukee's Minority/Women/Small Business Enterprise Program in subcontract work on this contract.

The undersigned also states that all the above information is true and correct to the best of his/her knowledge.

Company Name

Authorized Signature and Title

Printed Name

STATE OF WISCONSIN, COUNTY OF _____

The above personally came before me this _____ day of (month) _____, (year) _____, and acknowledged that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public _____

County of _____, Wisconsin

My Commission Expires: _____

Attachment B

AFFIDAVIT OF NO INTEREST

[illegible]

_____, being first duly sworn, on oath deposes and says that he/she is the agent of the _____, Consultant, for the attached submission for Official Notice No. #57349, Economic Feasibility Services.

Affiant further deposes and says that no officer, official or employee of the Redevelopment Authority of the City of Milwaukee has or will receive anything of value in connection with the issuance of an agreement ensuing from this RFP.

(Signature)

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public, Milwaukee County, Wis.
My commission expires _____.

Attachment C

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to the RACM Request for Proposal No. 57349 includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to RACM under a pledge of confidentiality. I would not have submitted this information had the RACM not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: The RACM, as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

The RACM will notify any proponent if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable RACM procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the RACM, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

The RACM preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation becomes the property of the RACM, Purchasing Division.

Generally, proposals are available for public review after the Purchasing/Contract Services Division has awarded and executed a contract.